

## Individual License, Limited Commercial Use

### 1. PARTIES TO THE LICENSE AGREEMENT; NUMBER OF USERS (OR SEATS)

1.1 - This License Agreement is an agreement between:

(a) The “**Licensee**” who is the individual person who has purchased the asset.

and

(b) The artist and seller, BlizzyFox. (“**Shop Owner**” or “**The Artist**”)

1.2 - This is an **individual, non-transferable and non-exclusive license for limited commercial use** (as defined below) only, and the Licensed Asset may be used and accessed (as permitted in this License Agreement) only by a single individual person, who is the Licensee indicated at the time of purchase. **If multiple individuals will work together to use the same Licensed Asset, then each individual must purchase a license for that Licensed Asset.**

### 2. THIS LICENSE AGREEMENT PERMITS BOTH COMMERCIAL USE AND NON-COMMERCIAL USE; COMMERCIAL USE AND NON-COMMERCIAL USE DEFINED

This License Agreement permits Non-commercial use and Commercial use of the Licensed Asset, as expressly specified in Section 3 (Permitted Uses and Quantity/Impression Limitations).

#### 2.1 - Commercial Use

“**Commercial**” use is any use: (i) that involves an exchange of money or other consideration, (ii) that promotes a business (e.g., sole proprietorship, corporation, or partnership), product, or service, or (iii) where financial gain or other consideration is either sought or a result, directly or indirectly, of Licensee’s use of the Licensed Asset. If any one or more of the criteria in (i), (ii), and (iii) is met, then the use is deemed “Commercial”.

#### 2.2 - Non-Commercial Use (Personal)

“**Non-commercial**” use is a use for solely personal purposes; any use that meets the definition of “Commercial use” can not be a Non-commercial use.

## 4. PERMITTED USES AND QUANTITY/IMPRESSION LIMITATIONS

An “**End Use**” of a Licensed Asset means use of the Licensed Asset only as expressly permitted below:

### 4.1 - End Products

✓ **Physical Products for Non-Commercial Use:** Licensee may create physical end products not for resale or wholesale such as, but not limited to, clothing, cards, invitations, stickers, mugs, stamps, candles, posters, signs, home decor, 3d prints, etc. for Non-commercial use only.

✓ **Digital or Print Publication for Commercial Use or Non-commercial Use:** Licensee may use the Licensed Asset in digital or print publications such as magazines, cards, invitations, photo albums, and scrap books, e-books or e-publications, for Commercial use or Non-commercial use.

✓ **Digital Products for Commercial Use or Non-Commercial Use:** Licensee may create digital end products for resale, **exclusively to other Licensees**, such as re-texture commissions, use in part or whole on a digital asset, modifications, etc, for Commercial use or Non-commercial use.

**Quantity Limitations on End Products for Commercial Use:** No more than 1,000 lifetime combined individual end products or packaging (digital or physical) sales, instances, impressions, or installations (as applicable) that incorporate the Licensed Asset is permitted for Commercial use. Consider an extended commercial license or contact the Shop Owner for a custom license.

### 4.2 - Social Media, Marketing, and Advertisements

✓ **Personal Social Media:** If applicable (e.g., for an individual), one (1) personal or individual social media accounts for Commercial or Non-commercial use.

✓ **Digital Advertisements for Commercial Use:** Internet advertisements for Commercial use.

**Quantity Limitations on Promotion and Advertisements:** No limit on the number of impressions of social media posts or advertisements incorporating the Licensed Asset for Commercial use or Non-commercial use (where Non-commercial use is applicable).

### 4.3 - Broadcast and Streaming of Motion Picture and Audiovisual Content

✓ **Broadcast and Streaming:** Broadcast and streaming via network, cable, internet, satellite, pay-per-view, video on demand or Streaming of motion picture and /audio visual works, including advertisements, is permitted for Commercial use and Non-commercial use.

## **5. PROHIBITED USES (these uses may be available with an extended commercial license or custom license, contact the artist to find out more):**

### **5.1 - End Products**

**X Any and all commercial uses not between Licensees.**

### **5.2 - Digital Development**

**X Website Software Development, Mobile App Development, Desktop Application Development, and Video Game Development:** is prohibited for Commercial use or Non-commercial use.

### **5.4 - Trademark and Copyright**

**X Trademark:** Licensed Asset may not be used as part of a trademark, service mark, design mark, trade-name, or similar use unless (1) the Licensed Asset is significantly altered and (2) not the predominant element of the End Use. In no event does this License Agreement allow Licensee to -- and Licensee shall not seek to -- register, protect, or enforce any trademark or similar rights in the Licensed Asset itself which must be disclaimed in any trademark registration. Contact The Artist for a custom license if these rights are desired.

**X Copyright:** Licensee may not claim the Licensed Asset (or a modification thereof) as its own copyrighted work (the original Licensed Asset must be disclaimed in any copyright registration).

### **5.5 - Future Technologies**

**X The license is limited to the expressly permitted uses stated in this License Agreement:** future-existing technologies and uses are expressly reserved and not included within the scope of the license.

## **6. STRICTLY PROHIBITED USES. Nothing in this License Agreement grants Licensee any of the following rights, all of which rights are expressly retained:**

**6.1 - X Resale or Sub-Licensing the Licensed Asset or any modification of it in source file form is strictly prohibited.**

**6.2 - X Resale or Sub-Licensing of the Licensed Asset or any modification of it in a way that is directly competitive with the original Licensed Asset is strictly prohibited**

**6.3 - X Making public or sharing the Licensed Asset in any way that allows others to download, extract, or redistribute Licensed Asset as a standalone file (meaning just the content file itself, separate from the project or end use that is expressly permitted) is strictly prohibited.**

**6.4 - X Use the Licensed Asset in fraudulent, immoral, infringing, illegal, harassing, offensive, or defamatory material, is strictly prohibited, including, without limitation, any use of the Licensed Asset that:**

(i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;

(ii) may create a risk of any other loss or damage to any person or property;

(iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;

(iv) may constitute or contribute to a crime or tort;

(v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;

(vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);

(vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

(viii) contains any information or content that you know is not correct and current; or

(ix) promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.

**6.5 - X Falsely representing authorship and/or ownership of the Licensed Asset is strictly prohibited.**

**6.6 - X Any other use that is not expressly permitted in Section 4 (Permitted Uses and Quantity/Impression Limitations) is strictly prohibited.**

**7. IN THE EVENT THIS LICENSE IS VIOLATED BY THE LICENSEE MINTING THE ASSET AS AN NON-FUNGIBLE TOKEN(NFT) THE LICENSEE OWES THE ARTIST THE PEAK VALUE OF THE NFT AND THE NFT MUST IMMEDIATELY BE DESTROYED.**

## **8. ATTRIBUTION**

**8.1 - When credit is required: All editorial use requires a credit; however for non-editorial use a credit is only required where credits are accorded to other providers of licensed material. Credits, when required, shall be legible and in close proximity to the Licensed Assets and, where applicable, substantially similar in placement and prominence to other credits**

**8.2 - How to provide credit: “[Licensed asset product type] created by [the artist] at [gumroad link]”**

## **9. IMPORTANT GENERAL LEGAL PROVISIONS**

### **9.1 - Intellectual Property**

**The Licensed Asset is protected by United States and international copyright and other laws and treaties. As between you and the Shop Owner, the Shop Owner retains ownership of the Licensed Asset, but grants to Licensee the limited, non-exclusive, non-transferrable, and non-sublicensable, copyright to use the Licensed Asset as expressly set forth above on the terms herein. All other rights, as between Licensee and the Shop Owner are reserved by the Shop Owner. Licensee may not assert any ownership in the Licensed Asset itself nor any right to revenue from a collecting society in respect of photocopying, digital copying or other secondary uses of the Licensed Asset. Any reference to the “purchase” or “sale” (or similar terms) of the Licensed Asset refers to the purchase of a limited license only and not the purchase of the underlying copyright or work itself. As a licensee, Licensee’s ownership of the media and/or device on which the Licensed Asset is recorded, if any, is distinct from and does not grant any ownership right, title or interest in and to the design of the Licensed Asset itself. This Licensee Agreement does not grant Licensee any rights to trademark or any other intellectual property rights (aside from copyright) in the Licensed Asset.**

### **9.2 - Termination**

**The Artist may terminate this License Agreement at any time if Licensee breaches any of the terms of this or any other agreement with The Artist, in which case Licensee must immediately: cease using the License Asset; delete or destroy any copies; and, if requested, confirm to The Artist in writing that Licensee has complied with these requirements. If Licensee uses the Licensed Asset on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the Licensed Asset for its own purpose or in a way that is contrary to this License Agreement, the rights granted for such use shall immediately terminate, and in that event, upon The Artist’s request, Licensee agrees to remove any content from such platform or website.**

### **9.3 - Audit**

Upon reasonable notice, Licensee agrees to provide to The Artist sample copies of projects or end uses that contain Licensed Asset, including by providing The Artist with free of charge access to any pay-walled or otherwise restricted access website or platform where the Licensed Asset is reproduced. In addition, upon reasonable notice, The Artist may, at its discretion, either on their own or through a third party, audit Licensee's records directly related to this License Agreement and Licensee's use of the Licensed Asset in order to verify compliance with the payment and other terms of this License Agreement. If any audit reveals an underpayment by Licensee to The Artist of five percent (5%) or more of the amount Licensee should have paid, then in addition to paying The Artist the amount of the underpayment and any other remedies to which The Artist is entitled, you also agree to reimburse The Artist for the costs of conducting the audit.

### **9.5 - Disclaimer of Warranties**

**LICENSEE'S USE OF THE LICENSED ASSET IS AT LICENSEE'S OWN RISK. THE LICENSED ASSET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. The Artist AND THE SHOP OWNER HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

### **9.6 - Limitation on Liability**

**IN NO EVENT WILL The Artist, ITS AFFILIATES OR THEIR LICENSORS (INCLUDING, WITHOUT LIMITATION, THE SHOP OWNERS), SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR USE, OR INABILITY TO USE, THE LICENSED ASSET, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE LIABILITY OF The Artist, ITS AFFILIATES OR THEIR LICENSORS (INCLUDING, WITHOUT LIMITATION, THE SHOP OWNERS), SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, INCLUDING, WITHOUT LIMITATION, YOUR USE, OR INABILITY TO USE,**

**THE LICENSED ASSET, EXCEED THE FEES THAT LICENSEE PAID FOR THE LICENSED ASSET. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

#### **9.7 - Indemnification**

**Licensee agrees to defend, indemnify and hold harmless the The Artist, its affiliates, licensors (including, without limitation, Shop Owners) and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including but not limited to reasonable attorneys' fees) arising out of or relating to Licensee's (or anyone acting on Licensee's behalf, including, without limitation, service providers) (i) violation of this License Agreement, (ii) use of the Licensed Asset in violation of law, rules or regulations, or (iii) use of the Licensed Asset violation of third party rights where such violation is due to the modification of the Licensed Asset.**

#### **9.8 - Limitation on Time to File Claims**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE LICENSED ASSET OR THIS LICENSE AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

#### **9.9 - Choice of Law and Forum**

**All matters relating to Licensed Asset and the License Agreement and any dispute or claim arising therefrom or related thereto (in each case, including, without limitation, non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, the Licensed Asset or this License Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of California and County of San Francisco although we retain the right to bring any suit, action or proceeding against Licensee for breach of this License Agreement in Licensee's country of residence or any other relevant country. Licensee waives any and all objections to the exercise of jurisdiction over Licensee by such courts and to venue in such courts to the maximum extent permitted by law.**

#### **9.10 - Arbitration**

**AT The Artist'S SOLE DISCRETION, EXCEPT TO THE EXTENT PROHIBITED BY LAW, The Artist MAY REQUIRE LICENSEE TO SUBMIT ANY DISPUTES ARISING FROM THE USE OF THE LICENSED ASSET AND THIS LICENSE AGREEMENT, INCLUDING, WITHOUT**

**LIMITATION DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING CALIFORNIA, USA LAW.**

#### **9.11 - Waiver and Severability**

**No waiver of by The Artist of any term or condition set forth in this License Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The Artist to assert a right or provision under this License Agreement shall not constitute a waiver of such right or provision.**

**If any provision of this License Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the License Agreement, including the Terms of Use, will continue in full force and effect.**

#### **9.12 - Entire Agreement**

**This License Agreement, together with the The Artist Terms of Use (“Terms of Use”) constitutes the sole and entire agreement between Licensee on the one hand and The Artist and the Shop Owner on the other hand with respect to the Licensed Asset and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Licensed Asset. This License Agreement supersedes any conflicting terms set forth in the Terms of Use with respect to the Licensed Asset.**

#### **9.13 - Notices**

**All notices required to be sent to The Artist under this License Agreement should be sent via email to [ip@creativemarket.com](mailto:ip@creativemarket.com) All notices to Licensee will be sent via email to the address provided by Licensee during account creation or purchase.**

#### **9.14 - Modifications**

**The Artist may modify this License Agreement by posting an updated version on the The Artist website. The then current version of the License Agreement posted at the time of purchase shall apply to purchases (even if the Licensed Asset is downloaded after the License Agreement is updated). Updated versions of the License Agreement shall not apply retroactively to prior purchases unless either (1) Licensee is notified of its option to apply the updated terms to prior purchases and expressly agrees (e.g., via clicking “Agree”) or (2) such modification (i) does not adversely affect any rights of Licensee and (ii) The Artist notifies Licensee of the changes and that they will apply retroactively (e.g., via email to the address on file).**



## **9.15 - Interpretation**

**Unless the context requires otherwise, in any part of this License Agreement: (i) "including" (and any of its derivative forms, e.g. "includes"), "e.g." and "for example" means "including but not limited to"; and (ii) use of the singular imports the plural and vice versa. This License Agreement shall not be interpreted against the drafting party.**